



OFFER TO LEASE

TO: _____
(Landlord) – Full Name of Individual, Company or Close Corporation

FROM: _____
(Tenant) – Full Name of Individual, Company or Close Corporation

HEREIN REPRESENTED BY:

IN HIS/ HER CAPACITY AS:

Do hereby offer to lease from you through the agency TRAFALGAR PROPERTY MANAGEMENT (PTY) LTD certain

Premises being approximately _____ square metres in extent at R _____ per m² situated at

(Premises)

subject to the following terms and conditions:

1. **LEASE PERIOD**

The period of the lease shall be _____ years.

2. **COMMENCEMENT DATE**

The lease shall commence on _____ (date)

and terminate on _____ (date).

3. **OCCUPATION DATE**

The Tenant shall occupy the premises on _____ (date).

4. **OPTION**

The Tenant shall have an option to renew the Lease for a further period of _____ years at market related rentals and escalations to be mutually agreed upon or, failing agreement, to be determined by way of arbitration in terms of the Landlord's standard lease agreement.

5. **RENTAL (excluding VAT at the applicable rate)**

The rental shall be compiled as stated below and be paid monthly in advance on the 1st day of every month:

RENTAL PER MONTH	OPERATING COSTS	VAT	GROSS RENTAL
1 ST Year : R	R	R	R
2 ND Year: R	R	R	R
3 rd Year: R	R	R	R
4 th Year : R	R	R	R
5 th Year: R	R	R	R

6. **USE OF PREMISES**

The Premises shall be used solely for the purpose of _____
_____ and for no other purpose without the permission of the Landlord.

7. **SURETY**

In the event of the Tenant being a Company, Close Corporation or Trust, then its directors, members or trustees, as the case may be, shall bind themselves as sureties and co-principal debtors with the Tenant in favour of the Landlord.

8. **ADDITIONAL CHARGES**

8.1 Should the Landlord be a VAT vendor then this charge will be levied in accordance with the legislation that prevails at that given time. Should any alteration in the VAT percentage be imposed by the Minister of Finance or any other person authorized to do so then the rate at which the VAT is charged and collected will be amended accordingly.

8.2 In the event of Assessment Rates and/or other Municipal charges or taxes or Body Corporate Levies being increased or any new Municipal charges or taxes or any other levy being imposed, during the currency of this lease the Landlord shall be entitled to increase the rental payable by the Tenant as at the date upon which such increase or new charge shall become effective on a pro-rata basis in the proportion to the area/ rental that the Tenant's premises bears to the total area/ rental of the building.

8.3 The Tenant shall bear a proportion of the Landlord's operating costs, if applicable (refer Clause 5).

9. **OFFER**

9.1 This Offer shall be irrevocable until _____

9.2 The Tenant undertakes and agrees to sign the Landlord's Standard Agreement of Lease in substitution hereof within 3 (three) days of being requested to do so. In the event of the Tenant failing to do so, then pending the decision of the Landlord to proceed to enforce its rights, this Offer, together with the Landlord's Standard General Terms and Conditions of Lease, shall continue to bind both parties.

10. **BREACH**

Any breach on the part of the Tenant in this agreement shall entitle the Landlord, without prejudice to any other rights which it might have in law, to cancel this lease or to enforce specific performance by the Tenant.

16. **SPECIAL CONDITIONS**

I / We the undersigned renounce the benefits of exclusion/division and accept the above jointly and severally.

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____

AS WITNESSES:

1. _____ FOR: LANDLORD
2. _____
_____ who warrants he/she is duly authorized to do so

SIGNED AT _____ THIS _____ DAY OF _____ 20 _____

AS WITNESSES:

1. _____ FOR: TENANT
2. _____
_____ who warrants he/she is duly authorized to do so

We hereby accept the benefits of the stipulations in our favour.

For: Trafalgar Property Management (Pty) Ltd

who warrants he/she is duly authorized to do so

CREDIT CLEARANCE FORM

DETAILS OF PROSPECTIVE TENANT			
1. SOLE TRADER / INDIVIDUAL OR FIRST PARTNER			
a) Full Names: I.D. No.:			
b) Residential Address: Postal Code			
c) Postal Address: Postal Code			
d) Trading Name:			
e) Telephone No's: Cellular - Business: Home:			
f) Email Address:			
g) Legal Status (if individual) In / Out of Community of Property If out – Excludes / Includes Marital Power		DATE OF MARRIAGE	
SECOND / THIRD PARTY			
a)1) Full Name:		I.D. No.:	
a) 2) Full Name:		I.D. No.:	
b) 1) Residential Address:		Postal Code:	
b) 1) Postal Address:		Postal Code:	
c) 2) Residential Address:		Postal Code:	
c) 2) Postal Address:		Postal Code:	
d) Telephone No:		Business:	Home:
d) Marital Status 1) 2)		Date of Marriage: 1) 2)	
e) JUDGEMENTS / PREVIOUS CONVICTIONS ETC.			
a) Do any of the applicants above have judgements or previous convictions: Yes No			
b) If yes, please explain.			
2. COMPANY / CLOSE CORPORATION			
a) Name of Company / Close Corporation			
b) Co Reg No / CC No: (Ensure Certificate of Incorporation / Founding Statements enclosed)			
c) VAT Registration No:			
e) Trading Name:			
f) Address: i) Physical: ii) Postal:			
g) Telephone No:		Fax:	e-mail:
h) Auditors:			

G. DIRECTORS OF COMPANY / MEMBERS OF CLOSE CORPORATION (To be completed if appropriate)

NAME OF PERSON	RESIDENTIAL ADDRESS	I.D. NO OR DATE OF BIRTH	BANK/BRANCH & ACC. NO.
1			
2			
3			
4			
5			

h) Directors / Members who will sign lease:

i) Other details regarding property owned, capital investments, share etc.

1. _____

2. _____

3. _____

4. _____

5. _____

j) Judgements / Previous Convictions etc

a) Do any of the above Directors/Members have judgements or previous convictions: Yes No

b) If yes, please explain:

TO BE COMPLETED BY ALL APPLICANTS**3. BANK DETAILS OF ACCOUNT FROM WHICH RENTAL WILL BE PAID:**

1. Name under which bank account is operated (Individual, Company or Close Corporation)

2. Name of Bank: Branch:

3. Account No: Tel. No:

4. REFERENCES**4.1 EXISTING / PREVIOUS LANDLORD**

a) Address of existing premises

b) Name of Landlord Tel. No:

c) Reasons for Relocating

d) Existing landlord's comments (office use only)

(*) Please ensure that the Founding Statement or Certificate of Corporation are attached.

4.2 TRADING REFERENCE

a) Name of Company	b) Name of Company
Address	Address
Account No:	Account No:
Tel No:	Tel No:
Contact	Contact
Average Monthly purchases R	Average Monthly purchases R
Comments (office use only)	Comments (office use only)

4.3 PERSONAL REFERENCE

a) Name:	b) Name:
Address:	Address:
Tel No:	Tel No:
Relation:	Relation:

5. INSOLVENCY

Have any individual has been declared insolvent?

If so, state (i) Date: (ii) Date of rehabilitation:

FOR OFFICE USE ONLY

Name of Leasing Broker _____ Company _____

Judgements _____

Others _____

Securities: Suretyship / s _____

Deposit R _____

APPROVED

PORTFOLIO MANGER_____
MANAGER